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Dickens at Furnival's Inn: New Evidence of a Sub-Letting Agreement

LEON LITVACK

IN 1935 *THE DICKENSIAN* published details of three documents which the Dickens Museum had then acquired, relating to the author's lease of Furnival's Inn, in the period 1834-8. They were (1) the agreement for the tenancy of No. 13 Furnival's Inn; (2) an inventory of fixtures at Nos. 13 and 15; and (3) Dickens's notice to terminate the tenancy of No. 15, so that he could move into Doughty Street.¹ In August 2014 the Museum acquired a fourth document relating to Dickens's tenancy: a sub-letting agreement signed with Charles Capon, which provided Dickens with some financial compensation to offset the costs of keeping up two premises simultaneously.

The author's correspondence demonstrates how, in November 1834, his father was again sliding into debt, and so the young Dickens took it upon himself to make alternative living arrangements for his family.² By December he and his brother Frederick were installed in No. 13 Furnival's Inn (Fig. 1). The buildings had been an Inn of Chancery, but in 1818-20 were converted into private residences and offices by the builder and contractor Henry Peto.³ The agreement which Dickens signed for No. 13 on 2 December 1834 (for three rooms, a cellar, and a lumber room) fixed the rent at £35 a year, with an additional levy (5s.) for 'Watching and Lighting' – a form of private security.⁴ The agreement stipulated the dates for the quarterly payments, and prevented Dickens from putting up signs in the windows, and from conducting auctions or sales from that address; the agreement also specifically prohibited him from subletting the property.⁵

Dickens's personal and professional prospects improved through 1835: his periodical sketches made an impact on the reading public, and in May of that year he became engaged to Catherine Hogarth. On 8 February 1836 his book – the first series of *Sketches by Boz* – appeared, and two days later he was approached by Chapman and Hall to write a new work in twenty instalments.⁶ His augmented salary would allow him to clear the debts he had contracted on his father's behalf, marry Catherine, and move into better accommodation. Thus on 17 February he and Fred moved to No. 15 Furnival's Inn, which offered him three rooms on the south side of the third floor, as well as a kitchen, basement, and lumber room.⁷

Dickens and Catherine married on 2 April 1836, and, after their honeymoon, returned to No. 15.⁸ They were soon joined by Mary Hogarth, who initially came for a month, and was thereafter a frequent

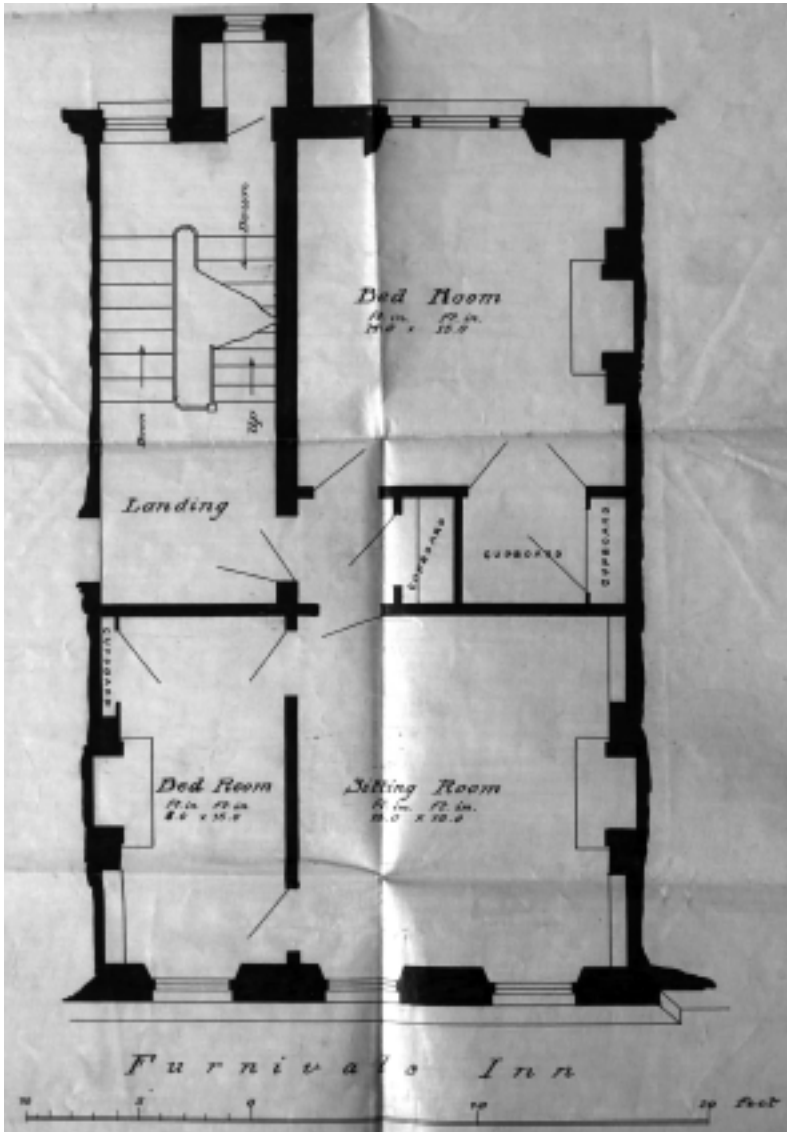


Fig. 1: Plan of Dickens's chambers at Furnival's Inn, by Messrs. Eiloart Surveyors, 40 Chancery Lane, July 1897. It is not clear from the image whether the drawing is of No. 13 or No. 15 Furnival's Inn. By kind permission of the Charles Dickens Museum.

visitor.⁹ Catherine became pregnant very quickly, and Charley Dickens was born on 6 January 1837. The Dickens family was outgrowing their lodgings, and a new residence needed to be found. By mid-March 1837 they were considering 48 Doughty Street,¹⁰ and during the weekend of 31 March-2 April they moved in.¹¹ Yet Dickens was still

responsible for the lease of Furnival's Inn, which locked him into paying for that residence until Christmas 1838. He had originally signed a three-year lease for No. 15, and made payments to the landlords according to the following entries in the Inn's ledger:

	£	s	d
From Christmas 1835	35	15	0
On January 3, 1837, paid	50	0	0
" November 20, 1837, paid	37	10	0
" May, 1838, paid	25	0	0
" December, 1838, paid	12	10	0
" February 11, 1839, paid	25	0	0 ¹²

Given that Dickens, Fred, Catherine, and Charley ceased to occupy these premises in April 1837, it is clear that Dickens was keeping up two residences, at considerable expense, for the remainder of the lease. His persisting with the original terms is demonstrated by the fact that he gave notice to his landlords at Furnival's Inn on 9 January 1838 that he would be relinquishing possession on 25 December 1838.¹³ It therefore made good financial sense for Dickens to find a tenant to whom he could sublet No. 15 (presumably with the agreement of his landlords) for all or part of the remainder of the lease.¹⁴

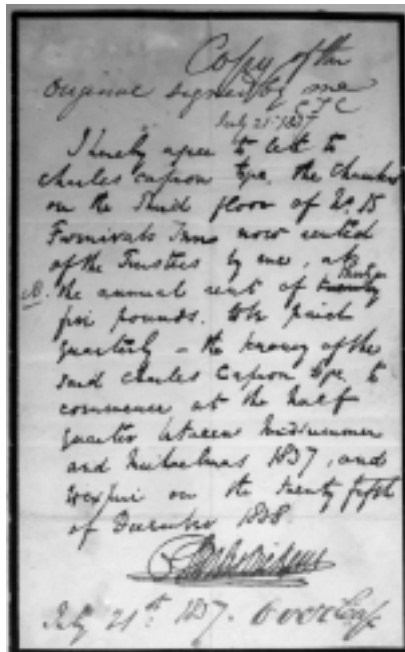


Fig. 2: Sub-letting agreement for No. 15 Furnival's Inn.
By kind permission of the Charles Dickens Museum.

The newly discovered subletting agreement (Fig. 2)¹⁵ is an important piece of this puzzle, and accounts for most of the unoccupied period: August 1837 to December 1838. The text reads as follows:

*Copy of the original signed by me | CTC | July 21 1837*¹⁶

I hereby agree to let to Charles Capon Esqre. the Chambers on the Third Floor of No. 15 Furnivals¹⁷ Inn now rented of the Trustees¹⁸ by me, at the annual rent of thirty¹⁹ five pounds, to be paid quarterly – the tenancy of the said Charles Capron Esqre. to commence at the half quarter between Midsummer and Michaelmas 1837,²⁰ and to expire on the twenty fifth of December 1838.

CHARLES DICKENS

July 21st 1837.

Overleaf²¹

The individual named in the document is Charles Thomas Capron (1792-1863), a stockbroker and fundholder from a prominent Northamptonshire family. He owned a counting-house at 3 Warnford Court in the City,²² and before he came to live in Furnival's Inn he was resident very nearby, at 6 Barnard's Inn.²³ Judging from available evidence, Dickens had no contact with Capron other than through this subletting agreement.

This document represents an important addition to the Dickens Museum's collection. The institution's current acquisition policy focuses on purchasing items which add to our understanding of the author's life and work while he lived in 48 Doughty Street. The fact that he sublet No. 15 Furnival's Inn to Charles Capon for a period of sixteen months while he was living in Doughty Street was clearly to his advantage. He obtained a sizeable portion of the rent due to the landlords at Furnival's Inn, and was thus better able to afford the £80 annual rent for Doughty Street,²⁴ and to live there in comfort and style.

I would like to thank my fellow Trustees, and the Staff of the Charles Dickens Museum for their kind assistance and advice, which allowed me to negotiate the purchase of the Dickens sub-letting agreement for the Museum. I am also grateful for the kind assistance of Michael Slater in authenticating the object, and for the insight offered by Terry Edwards in tracking down biographical details for Charles Thomas Capron.

¹⁵'Dickens's Tenancy of Furnival's Inn: Some New Documents', *Dickensian* 31 (Autumn 1935): pp. 255-8. Though the article is unsigned, the author is probably the journal's editor, Walter Dexter.

¹⁶See *Pilgrim Letters* 1, p. 47; dated 29 November 1834. See also Michael Slater, *Charles Dickens* (New Haven: Yale University Press, 2009), pp. 45-6.

¹⁷The land was originally the property of Sir William Furnival (1326-83). His only daughter, Joan, married Sir Thomas de Nevill; this couple had one daughter, Maud, who married John Talbot, later the Earl of Shrewsbury, who distinguished himself in the wars of

Henry VI. The Shrewsbury family sold the property to the Benchers of Lincoln's Inn. See James Elmes, *A Topographical Dictionary of London and its Environs* (London: Whittaker, Treacher and Arnot, 1831), p. 200, and Peter Cunningham, *Hand-Book of London, Past and Present* (London: John Murray, 1850), p. 194. Henry Peto was best known for building the New Custom House, fronting the Thames, in the City of London. At the time Dickens took up residence there, some of the chambers were occupied by private individuals; others were solicitors' offices. Nos. 9 and 10 Furnival's Inn were known as 'Woods' Hotel', operated by William and Eleanor Woods; it offered short-term accommodation to solicitors, ministers, and other visitors to London (see 1841 England Census, Ho 107/729/4, folio 5, p. 2, and folio 6, pp. 1-2). In chapter 11 of *Edwin Drood* Mr. Grewgious crossed the road to 'the hotel in Furnival's Inn for his dinner' at least 'three hundred days in the year' (*The Mystery of Edwin Drood* [London: Chapman & Hall, 1870], p. 83). Furnival's Inn no longer exists; it was on the north side of Holborn, between Gray's Inn Lane and Leather Lane. The site is now occupied by Alfred Waterhouse's Prudential Assurance Building, built in 1899-1900. The Dickens Fellowship arranged for a bust of Dickens to be placed in the inner courtyard, where it is still to be seen. See Percy Fitzgerald, 'Where Pickwick was Conceived: Furnival's Inn', *Dickensian* 3 (August 1907): 217, 219.

⁴Dickens's Tenancy of Furnival's Inn', p. 257. The Lighting and Watching Act (1833) empowered local property owners to impose a levy on their tenants, in order to appoint private policemen. It was usually adopted in places where the parochial constables failed to meet the needs of the community. See B. J. Davey, *Lawless and Immoral: Policing a Country Town 1838-1857* (Leicester: Leicester UP, 1983), pp. 94-7.

⁵For various other miscellaneous prohibitions see 'Dickens's Tenancy of Furnival's Inn', pp. 257-8.

⁶See Pilgrim *Letters* 1, pp. 128-9.

⁷Dickens's Tenancy of Furnival's Inn', p. 258.

⁸See Pilgrim *Letters* 1, pp. 145-6; dated 14 April 1836.

⁹See Slater, *Charles Dickens* p. 68, and Slater, *Dickens and Women* (London: J. M. Dent & Sons, 1983), p. 79, where he confirms that Mary was 'not the permanent inmate of the Dickens household [at Furnival's Inn] that many biographers have supposed'.

¹⁰Pilgrim *Letters* 1, p. 242. The addressee of this letter, Thomas Handiside, 55 Lamb's Conduit Street, traded as an upholsterer and house agent. See also John Greaves, *Dickens at Doughty Street* (London: Elm Tree Books, 1975), p. 15.

¹¹Pilgrim *Letters* 1, p. 244.

¹²Reproduced in Fitzgerald, p. 216.

¹³See the text of this agreement in 'Dickens's Tenancy of Furnival's Inn', p. 258.

¹⁴Whereas the terms of the lease for No. 13 Furnival's Inn (detailed above) made clear that Dickens could not sublet the property, it is not certain whether the same restriction applied to his renting No. 15.

¹⁵The document, glued to a card backing, originally formed part of an album of letters and autographs of eminent Victorians (soldiers, sailors, churchmen, and literary figures including Dickens and Wilkie Collins), assembled by Frances Anne Rowe (1800-88), the wife of Sir Joshua Rowe (1797-1874), who was Chief Justice of Jamaica in the 1830s. The album was purchased in 2014 by London dealer Julian Browning, who sold the document to the Dickens Museum.

¹⁶This line in the hand of Charles Capron.

¹⁷Thus in MS.

¹⁸The Trustees of Furnival's Inn were Thomas Grissell, Samuel Morton Peto, Edward Gardner; these three were the executors of the builder, the late Henry Peto (1774-1830).

¹⁹'Twenty' cancelled; 'thirty' written over the caret. Dickens initialled the change 'CD' in the margin.

²⁰Midsummer Day (24 June) and Michaelmas (29 September) were two of the four 'quarter days' in the English calendar on which rents were traditionally due; the other two were Lady Day (25 March) and Christmas Day. Thus the date agreed for Capron to gain entry was mid-August 1837.

²¹Though Dickens wrote 'Overleaf' at the foot of the page, there is nothing on the reverse of this document (confirmed by Abigail Bainbridge of Bainbridge Conservation). If there was ever a second page, it has not survived.

²²See *Pigot & Co's Classified London Directory* (London: James Pigot & Co., 1839), p. 59.

²³*The Register of Persons Entitled to Vote in the Election of Members of Parliament for the City of London* (London: Arthur Taylor, 1837), p. 39. In *Great Expectations* Pip and Herbert Pocket occupy lodgings in Barnard's Inn.

²⁴See 'The Tenancy Agreement for 48 Doughty Street', *Dickensian* 33 (Summer 1937: 213-16). The original of this document is in the Dickens Museum.